



CSX RAIL TRANSPORT

Law Department

RECORDATION NO. 7884 A

APR 9 1990 -11 05 AM

INTERSTATE COMMERCE COMMISSION

500 Water Street  
Speed Code J-150  
Jacksonville, FL 32202  
(904) 359-3100

Writer's direct telephone line:

(904) 359-3673

April 4, 1990

Secretary  
Interstate Commerce Commission  
12th & Constitution, NW  
Washington, DC 20423

0-099A048

Dear Secretary:

I have enclosed four counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Instrument of Satisfaction and Release dated as of March 1, 1990, a secondary document. The primary document to which this release is connected is recorded under Recordation No. 7884.

The names and addresses of the parties to this release are as follows:

First American Bank  
(successor to The First  
National Bank of Sullivan  
County)  
P. O. Box 889  
Kingsport, Tennessee 37662

CSX Transportation, Inc.  
(successor to Seaboard Coast Line  
Railroad Company and  
Louisville and Nashville  
Railroad Company)  
500 Water Street  
Jacksonville, Florida 32202

A fee check in the amount of \$15 is also enclosed. Please return all counterparts not required by the Commission for recordation to:


Mr. David M. Yearwood  
Senior Counsel  
CSX Transportation, Inc.  
500 Water Street  
Jacksonville, Florida 32202

Secretary  
Interstate Commerce Commission  
April 4, 1990  
Page 2

follows: A short summary of the document to appear in the index

General release.

Very truly yours,

  
David M. Yearwood  
Senior Counsel

DMY/cra

**Interstate Commerce Commission**  
Washington, D.C. 20423

4/12/90

OFFICE OF THE SECRETARY

David M Yearwood  
Senior Counsel  
CSX Transportation, Inc.  
500 Water Street  
Jacksonville, Florida 32202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/9/90 at 11:05am and assigned recordation number(s). 7884-A

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

RECORDATION NO. 7884-A FILED 1990

Counterpart No. 4  
Of 4 Counterparts

APR 9 1990 -11 05 AM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of March 1, 1990 by and between FIRST AMERICAN BANK (the "Bank") (successor to The First National Bank of Sullivan County) and CSX TRANSPORTATION, INC., a Virginia corporation (the "Railroad") (successor to Seaboard Coast Line Railroad Company ("SCL") and Louisville and Nashville Railroad Company ("L&N")).

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of March 1, 1975, (the "Conditional Sale Agreement") between Whitehead & Kales Company (the "Builder") and SCL and L&N, the Builder agreed to construct, sell and deliver to SCL and L&N, jointly and severally, on the terms and conditions therein set forth, the equipment described in Schedule B attached thereto (the "Equipment");

WHEREAS, by an Agreement and Assignment, dated as of March 1, 1975 (the "Assignment"), the Builder sold, assigned, transferred and set over to the Bank, its successors and assigns, all its rights, titles and interests in and to the Equipment and the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission on April 3, 1975, and assigned Recordation No. 7884;

WHEREAS, Article 6 of the Conditional Sale Agreement provides that when the Railroad has paid the full Purchase Price of the Equipment, together with interest, and performed all of its obligations under the Conditional Sale Agreement, title to the Equipment shall pass to and vest in the Railroad, and the Railroad will be entitled to receive, upon request, an instrument whereby the Bank transfers its title to the Equipment to the Railroad; and

WHEREAS, the Railroad has made all payments and performed all of its obligations under the Conditional Sale Agreement and is therefore entitled to receive an instrument evidencing such transfer of title to the Equipment to the Railroad.

NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars (\$10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Bank does hereby (1) acknowledge satisfaction of all payments and obligations required of the Railroad under the Conditional Sale Agreement, and (2) transfer its title to the Equipment to the Railroad.

The Railroad does hereby release and discharge the Bank from any and all liability arising under the Conditional Sale Agreement and Assignment.

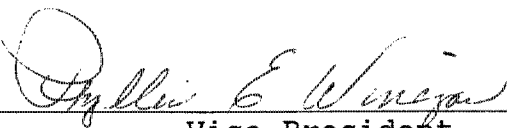
The Railroad will cause this instrument to be filed and recorded with the Interstate Commerce Commission pursuant

to 49 U.S.C. Section 11303, and will furnish a recorded counterpart thereof to the Bank.


This instrument shall be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Bank and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

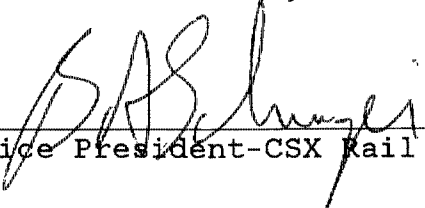
FIRST AMERICAN BANK

By   
Vice President

ATTEST:



CSX TRANSPORTATION, INC.

By   
Vice President-CSX Rail Transport

ATTEST:

  
Assistant Secretary

STATE OF TENNESSEE       )  
                                  ) SS:  
COUNTY OF SULLIVAN       )

On this 15 day of March, 1990, before me personally appeared Phyllis E. Winiger, to me personally known, who being by me duly sworn, says that she is a Vice President of First American Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Shari Utom  
Notary Public

My Commission expires: 01-11-93.

NOTARIAL SEAL

STATE OF FLORIDA       )  
                                  ) SS:  
COUNTY OF DUVAL       )

On this 17 day of January, 1990, before me personally appeared B. A. Schwinger, to me personally known, who, being by me duly sworn, says that he is a Vice President-CSX Rail Transport of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cathy L. Hudson  
NOTARY PUBLIC  
My commission expires Jan. 26, 1992  
Bonded thru Patterson-Bach Agency

My Commission expires: \_\_\_\_\_.

NOTARIAL SEAL